

UNOFFICIAL COPY

DEED IN TRUST

25004203

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Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, JOHN C. MUSCARELLA, a widower, JOHN C. MUSCARELLA and HELEN K. MUSCARELLA, his wife, and JOHN J. MUSCARELLA, as Trustee for the Loretta Cappellitti Trust, pursuant to Last Will of Marie Muscarella, deceased spouse of John C. Muscarella, 1950 N. Hudson, Chicago, Cook County, Ill., for and in consideration of the sum of Ten Dollars (\$10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey and Warrant unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 2nd day of April 1979, and known as Trust Number 46302

the following described real estate in the County of Cook and State of Illinois, to wit: Lot 54 in the Subdivision of Block 40 in Canal Trustees Subdivision of the North half and the North half of the Southeast quarter and the East half of the Southwest quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Exempt under provisions of Paragraph e, Sec. 4 Real Estate Transfer Tax Act. 4-2-79 Date John J. Muscarella John J. Muscarella

Exempt under provisions of Paragraph e, Sec. 200.1-2B6, of the Chicago Transaction Tax Ordinance. 4-2-79 Date John J. Muscarella John J. Muscarella

Chicago, Illinois 60603 63 East North Dearborn Street, Suite 4350 David W. Ruttenberg Agent

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the terms, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, lease and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to create any subdivision or part thereof, and to execute all real estate as often as desired, in contrast to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time, and to execute in the case of any single lease the term of 104 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and to renew leases and options to purchase the whole or any part of the reversion and to contract to purchase the number of times the term of present or future leases, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or out of record or appointment to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee or any successor in trust in relation to said real estate, or in whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or other proceeds or moneys of said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to include into the authority, power or authority of any one of said Trustee, or be obliged to inquire into any of the terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person, including the Registrar of Titles of said county relying upon or claiming under any such conveyance, lease or other instrument, as that at the time of the delivery thereof the trust created by this Indenture and said Trust Agreement was in full force and effect, and that such conveyance or other instrument was executed in accordance with the terms, conditions and limitations contained in this Indenture and in said Trust Agreement, and in all amendments thereto, and binding upon all beneficiaries thereunder, to said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and title if the compliance is made to a successor or successors in trust, that each successor or successors in trust shall have been properly appointed and as fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the said or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree or be held liable or held responsible for any amount thereof, or for injury to person or property happening to or about said real estate, and all such liability being hereby equitably waived and released. Any contract, obligation or liability incurred or entered into by the Trustee or any successor in trust with said real estate may be entered into in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually, and the Trustee shall have no obligation whatever with respect to any such contract, obligation or indebtedness except only so far as the trust property and fund in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, dividends and interests arising from the sale of any other real estate and such interest is hereby declared to be real property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, dividends and proceeds thereof as aforesaid, the intention hereof being to hold in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or upon condition, or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives, and releases, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid have hereunto set their hand and seal the 2nd day of April 1979.

John J. Muscarella, individually and as Trustee for Loretta Cappellitti Trust, John C. Muscarella, Helen K. Muscarella, John J. Muscarella

STATE OF Illinois, County of Cook, I, James F. Donckack, Notary Public in and for said County of Cook, do hereby certify that John C. Muscarella, and Helen K. Muscarella,

personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they executed the same for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 3rd day of April, A.D. 1979. My commission expires 3-22-80.

American National Bank and Trust Company of Chicago, 1950 N. Hudson, Box 221. For information only insert street address of above described property.

10.00

This space for affixing Riders and Revenue Stamps

25004203

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
JUN 14 '79 12 36 PM

Andrew R. Wilson
RECORDER OF DEEDS

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Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT 1